

## **PERMIT FOR NON-FEDERAL INSPECTION OF REAL PROPERTY**

*This form must be prepared by each person inspecting Federal Property and delivered to GSA at time of arrival.*

The United States General Services Administration ("GSA"), hereby grants \_\_\_\_\_ hereinafter ("Permit Holder") a revocable permit granting consent to enter onto and inspect the real property described in the Schedule portion of the Invitation for Bids GSA-R-1521 (hereinafter "Schedule") and made a part hereof, subject to the following terms and conditions for the purpose(s) described below:

This permit is granted to the Permit Holder for the express and sole purpose of making entry of properties identified in the Schedule for inspection.

By the acceptance of this permit, the Permit Holder agrees to abide and be bound by the following terms and conditions:

1. The Schedule identifies all real property under the custody and control of the United States of America which is subject to this permit.
2. Any inspection, assessment, testing, evaluation and/or reporting by the Permit Holder, shall be coordinated with GSA. A GSA representative must be present during any activity conducted by the Permit Holder. The following GSA point of contact person or project representative is:

**Laura McGinnis, Project Manager  
General Services Administration  
816-823-5355**

3. It is understood and agreed that the Permit Holder shall provide reasonable advance written notice to the GSA representative of its requirement(s) for access to specific property identified in the Schedule.
4. THE PERMIT HOLDER AGREES THAT ANY ENTRY MADE BY IT OR ITS AGENTS, CONTRACTORS AND EMPLOYEES IS AT ITS OWN SOLE AND EXCLUSIVE RISK AND EXPENSE. PERMIT HOLDER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNITED STATES OF AMERICA, GSA, ITS AGENTS, OFFICERS, AND EMPLOYEES, AGAINST ANY CLAIMS, INCLUDING, BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY AND DEATH, DAMAGE TO PROPERTY, AND ATTORNEY'S FEES ARISING DIRECTLY OR INDIRECTLY FROM THE PERMIT HOLDER'S ENTRY UPON, POSSESSION, CONTROL, OR USE OF PROPERTY UNDER THE CUSTODY AND CONTROL OF THE UNITED STATES OF AMERICA OR ARISING FROM THE CONDUCT OF PERMIT HOLDER'S INSPECTIONS, INVESTIGATIONS OR SURVEYS OR FROM ANY OTHER ASSISTANCE PROVIDED IN CONNECTION WITH THE PURPOSE DESCRIBED ABOVE.
5. IT IS UNDERSTOOD BY THE PERMIT HOLDER THAT THE PROPERTY TO BE INSPECTED, SURVEYED OR EVALUATED MAY CONTAIN ASBESTOS, (INCLUDING FRIABLE ASBESTOS) LEAD BASED PAINTS OR OTHER MATERIALS, OR HAZARDOUS MATERIALS AND/OR HAZARDOUS CONDITIONS. THE PERMIT HOLDER IS GRANTED ACCESS ONLY AT ITS OWN SOLE RISK AND EXPENSE AND ONLY UPON ITS ASSUMPTION OF THE COMPLETE AND ENTIRE RISK FOR EXPOSURE TO ANY SUCH ELEMENTS, MATERIALS OR CONDITIONS. IT IS AGREED THAT THOSE WISHING ENTRY UPON THE PROPERTY WILL TAKE SUCH PRECAUTIONS, AND HAVE SUCH TRAINING AND EQUIPMENT, INCLUDING RESPIRATORS, MASKS, PROTECTIVE CLOTHING OR OTHER SUCH SAFETY EQUIPMENT AS IS WARRANTED BY THE PARTICULAR FACTS AND CIRCUMSTANCES.
6. The GSA representative shall coordinate access to buildings, facilities or space identified in the Schedule. Nothing in this permit shall be construed to provide the Permit Holder access to space occupied by other federal agencies, or any property not listed on the attached exhibit. Under no circumstances shall the operational capability of any federal agency be impaired by the use of properties identified in the Schedule for the Purpose described in this permit.
7. The conduct of any actions or activities by the Permit Holder and its representatives on the subject federal property shall be in accord with accepted industry practices, sound engineering practices and such standards of care as are ordinary, usual and customary within the industry, field, trade, or profession as may pertain

and in accord with good practice. Any areas of the real property which are disturbed will first be cleared with agency personnel so that utility, gas, telephone or other such facilities, whether expressly mentioned herein or not, are not damaged or disturbed.

8. The Permit Holder shall provide, at no risk or expense to GSA within three (3) days of its own receipt of such information, evaluation, survey, inspection or assessment results or information; a copy of any report, correspondence, findings or information obtained, together with such raw data, method, scientific methods, sample locations, analysis or other such material as would aid in review evaluation and assessment of the information.
9. The Permit Holder shall not disclose or otherwise make public any record of its report, findings, or test results without the prior written consent of GSA. It being understood that such inspection, investigation, testing and evaluation report or results are being obtained solely to permit the Permit Holder to reach a reasonable business decision regarding whether it desires to proceed with acquisition of the property.
10. The Permit Holder shall comply with all security procedures, measures, or restrictions in, on or about property under the custody and control of the United States of America. Permit Holder further agrees that it shall not make a record of, film, draw, report or discuss any security methods, measures or procedure in, on or about property under the custody and control of the United States of America, such as, but not limited to, security cameras, alarms, building designs or blueprints, guard posts, tenant lists check points, access or departure procedures, etc. without the prior written consent of GSA.
11. The Permit Holder shall confine activities on the real property identified in the Schedule strictly to that necessary for the Purpose of making a visual inspection of the property. The Permit Holder shall take every measure to avoid injury or other damage to Government property.
12. The Permit Holder shall comply with all applicable Federal laws, rules, and regulations and all applicable State and local laws, rules and regulations in its activities on the real property.
13. If the Permit Holder requests other than visual inspection of the property, the Permit Holder shall, at its sole expense, inform, obtain and carry insurance in form acceptable to GSA in such amounts and under such terms and conditions as may be required by GSA to protect its interests in the property involved throughout the term of this permit.
14. Certified copies of the policy endorsements, certificates, and proof of insurance as may be required by GSA shall be furnished to the Government within 15 days of the execution of any License. Such endorsements shall be manually countersigned with GSA named as an additional insured
15. Any property of the United States of America which must be removed to permit exercise of the purpose for which this Permit is given shall be stored, preserved and restored, relocated or removed from the site and returned to its original location at the sole cost and expense of the Permit Holder, under the direction of the GSA Contracting Officer.
16. At the sole option of GSA, the breach by the Permit Holder of any of the aforementioned terms and conditions shall constitute sufficient cause for cancellation and revocation of this permit.

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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Signature

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Title

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Phone

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Email